

IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

NOTICE TO BIDDERS SPECIFICATION NO. 01-219

The City of Lincoln/Lancaster County intends to purchase and invites you to submit a sealed bid for:

THE ANNUAL REQUIREMENTS FOR ANTIFREEZE

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S
SPECIFICATIONS ATTACHED**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, **November 14, 2001** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Corner, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening

directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. BRAND NAMES

- 9.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 9.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 9.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 9.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

10. DEMONSTRATIONS/SAMPLES

- 10.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 10.2 Such demonstration can be at the City delivery location or a surrounding community.
- 10.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 10.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

11. DELIVERY

- 11.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 11.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 11.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

12. WARRANTIES, GUARANTEES AND MAINTENANCE

- 12.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 12.1.1 Manufacturer's warranties and/or guarantees.
 - 12.1.2 Bidder's maintenance policies and associated costs.
- 12.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 12.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 12.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 12.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any

software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 12.3.3 No Disclaimers: The warranties and representations set forth in this section 12.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

13. ACCEPTANCE OF MATERIAL

- 13.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 13.2 Material delivered under this proposal shall remain the property of the bidder until:
- 13.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 13.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 13.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 13.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 13.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

14. BID EVALUATION AND AWARD

- 14.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 14.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 14.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

- 14.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.

- 14.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

15. INDEMNIFICATION

- 15.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 15.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

16. TERMS OF PAYMENT

- 16.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

17. LAWS

- 17.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

SPECIFICATION NO. 01-219
Annual Requirements for Antifreeze

1. SCOPE

- 1.1 The intent of this specification is to describe basic requirements for extended service, low-silicate inhibited ethylene glycol base engine coolant and SCA pre-charged heavy-duty anti-freeze/coolant for use by the City/County motor vehicle fleets.
- 1.2 The antifreeze must be suitable for use as protectant against freezing boiling and corrosion in any type of cooling system of internal combustion engines normally cooled with water.

2. EXTENDED SERVICE, LOW SILICATE INHIBITED ETHYLENE GLYCOL BASE ENGINE COOLANT

2.1 STANDARDS COMPLIANCE

- 2.1.1 Products must comply with requirements of ASTM Designation D3306.
- 2.1.2 Products must meet or exceed the following standards:
 - 2.1.2.1 Ford Motors ESE M97B44-a - 1981
 - 2.1.2.2 Cummins 85T8-2 (Low Silicate Standard) - 1985
 - 2.1.2.3 SAE 11J1034
 - 2.1.2.4 ASTM Standard D3306
 - 2.1.2.5 General Motors 1825 (Aluminum Performance Standard)1982
 - 2.1.2.6 General Motors 1899M (Performance Standard for 6038M) non-aluminum - 1969
 - 2.1.2.7 Maintenance Council of American Trucking - 1983
 - 2.1.2.8 General Service Administration A-A-870 - 1979
 - 2.1.2.9 General Motors 6043M

2.2 GENERAL PRODUCT CHARACTERISTICS

- 2.2.1 The antifreeze shall not emit any offensive odors or toxic vapors and shall not contain any materials that would cause electrolytic corrosion.
- 2.2.2 The antifreeze solutions shall not contain or cause to form any solid materials, flocculent precipitates, sludges, gels, gums or free acid in such quantities as to be detrimental to the cooling system.
- 2.2.3 All solutions shall be mixable with water at any ratio and shall contain an effective commercially proven corrosion inhibitor which also shall be mixable with the combination antifreeze and water in all proportions.
- 2.2.4 The dilution of the antifreeze with water shall not cause the formation of any flocculant precipitates or any other insoluable formations.
- 2.2.5 The antifreeze solution in the cooling system shall have no detrimental effects on rubber parts, cast aluminum, copper, brass, solder, steel, cast iron, or any other components of the cooling system.
- 2.2.6 The concentrated or diluted antifreeze shall not have any harmful effect on the automotive finish or non-metals.
- 2.2.7 The antifreeze must be capable of being mixed with ethylene glycol base engine coolant currently being used by the City/County motor fleet.
 - 2.2.7.1 If mixing is not possible, please state on bid proposal.

2.3. PHYSICAL AND PERFORMANCE PROPERTIES:

- 2.3.1
- | <u>ITEM</u> | <u>TYPICAL</u> |
|-------------------------------------|---|
| Total glycols | 95% minimum |
| Total water % | 5% maximum |
| Freezing point 50% solution | -34 ⁰ F maximum |
| Silicate | 0.1% maximum |
| Reserve alkalinity | 10.0 minimum |
| PH 33% concentrate | 9.8 - 10.5 |
| Water pump cavitation (ASTM D-2809) | 10 |
| Glassware corrosion (ASTM S-1384) | 5 mg maximum |
| Weight per gallon @ 60F | 9.6 - 9.48 |
| Ash residue | 5% maximum |
| Boiling point undiluted | 300 ⁰ F minimum |
| Boiling point diluted | 226 ⁰ F minimum |
| Color: | Material shall be distinctively colored |
- 2.3.2 Each bidder shall provide with their bid a qualifications listing indicating the exact physical and performance properties as stated above on any and all brands of antifreeze being bid.

3. SCA PRE-CHARGED HEAVY-DUTY ANTI-FREEZE COOLANT

- 3.1 Heavy-duty coolant/anti-freeze shall be formulated to result in an exceptional SCA pre-charged product.
- 3.2 Heavy-duty coolant/anti-freeze shall be formulated with the same advanced chemical technology found in Nalcool™ Cooling system treatments resulting in complete compatibility with Nalcool™ 2000 and 3000 as well as other SCA's.
- 3.3 Products for this part of the specifications shall be designed for use in all heavy-duty cooling applications.
- 3.4 Products for this application shall provide for optimum protection against freezing, boil-over, cavitation erosion, corrosion, scale and foaming with a 50/50 mix of coolant and tapwater without SCA's at initial fill or pre-charge spin on water filter.
- 3.5 Concentration should not fall below 40% or exceed 65% by volume.
- 3.6 Properties/ASTM Tests

PROPERTIES	TYPICAL	ASTM TESTS
Specific Gravity @ 60° F	1.110 - 1.125	D1122
Boiling Point Reflux	327° F (163° C)	D1120
Flash Point COC	250° F minimum	D92
Foam Test	45 ml/sec. max.	D1881
PH 50/50 Vol. Solution	10.40	D1287
Total Water	3% maximum	D1123
Total Glycols	97% minimum	D202
Freeze Point 50/50 Solution	-37.0° F	D1177
Total Dissolved Solids	.6%	Fed #209B

- 3.7 SCA pre-charged heavy-duty coolant shall be low silicate formulated and of a distinctive color and no offensive odor.
- 3.8 Products being bid for this portion of the specification shall meet or exceed the following performance requirements.
 - 3.8.1 ASTM D-4493
 - 3.8.2 GM 1899M
 - 3.8.3 Cummins 90T8-4
 - 3.8.4 Kenworth RO26-170-97
 - 3.8.5 Ford New Holland WSN-M978180
 - 3.8.6 RP-302A Maintenance Council of ATA
 - 3.8.7 Peterbuilt 07-06773
 - 3.8.8 Detroit Diesel 7SE298
 - 3.8.9 Freightliner 48-2280
 - 3.8.10 White BMC Division of Volvo
 - 3.8.11 Mack
 - 3.8.12 John Deere H5
 - 3.8.13 ASTM D-3306
 - 3.8.14 ASTM D-4340
 - 3.8.15 CSMA
 - 3.8.16 SAE J1034
 - 3.8.17 GM 1825M
 - 3.8.18 Ford ESE-M97B44-A
 - 3.8.19 Chrysler MS7170, Sec.A & B 1-4
 - 3.8.20 GSA A-A-870
 - 3.8.21 Caterpillar

4. PACKAGING

- 4.1 The antifreeze shall be packaged in both:
 - 4.1.1 One gallon containers, plastic or metal, and
 - 4.1.2 55 Gallon drums
- 4.2 All antifreeze containers shall be plainly marked as to brand and contents.
- 4.3 Each container shall have a protection chart provided on it
 - 4.3.1 The charts shall be of the same standards as those provided on containers for sale to the general public
- 4.4 Coolant concentrate shall not affect or be affected by it's container
- 4.5 Coolant shall have a minimum shelf life of one (1) year when stored in a temperature range of 0 degrees F to 120 degrees F.
- 4.6 All containers shall be factory sealed to protect against contamination and tampering.

5. DELIVERY

- 5.1 Shipments will be received Monday thru Friday (except holidays) between the hours of 8:00 a.m. and 4:00 p.m.

6. CERTIFICATION AND WARRANTY

- 6.1 The contractor shall provide to the Purchasing Agent a certified letter from the manufacturer stating the authenticity of the product being supplied and the manufacturer's statement of standard warranty.
- 6.2 This should be supplied on letterhead paper of the manufacturer and shall be signed by an officer of the manufacturer.

COMPANY NAME _____

**PROPOSAL
SPECIFICATION NO. 01-219**

BID OPENING TIME: 12:00 NOON

DATE: November 14, 2001

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the Below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

THE ANNUAL REQUIREMENTS FOR:

ANTIFREEZE

BIDDING SCHEDULE

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	<u>LOW SILICATE INHIBITED ETHYLENE-GLYCOL</u> <u>ANTIFREEZE</u>			
	MFG. _____ PRODUCT NO. _____			
	PACKAGE: 6/1 GAL. PER CASE	60 GAL	_____/GAL	\$ _____
	55 GAL. DRUMS	1,430 GAL	_____/GAL	\$ _____
2.	<u>SCA PRE-CHARGED HD COOLANT</u> <u>/ANTIFREEZE</u>			
	MFG. _____ PRODUCT NO. _____			
	PACKAGE: 6/1 GAL. PER CASE	300 GAL	_____/GAL	\$ _____
	55 GAL DRUMS	1,430 GAL	_____/GAL	\$ _____

BID SECURITY REQUIRED: Yes _____ Amount: _____
No X _____

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes _____
No _____

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: _____; or
(b) Bid prices subject to escalation/de-escalation: _____.
(c) If (b), state period for which prices will remain firm:
Through _____.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____
TITLE: _____
PHONE NO. _____

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City/County, and to enter into a contract if this proposal is accepted.

NOTE:

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:**

SEALED BID FOR SPEC. 01-219

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE, ZIP CODE

(Title)

TELEPHONE

(Date)

FAX NO.

**ESTIMATED DELIVERY DAYS (After
receipt of individual orders)**

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

TERMS OF PAYMENT

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, **AFTER** TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.